

Memorandum of Understanding
19MOU-BCIIS-CURES-[XXX]

**Controlled Substance Utilization Review and
Evaluation System (CURES) Information Exchange Web
Service**

BETWEEN

**California Department of Justice
California Justice Information Services Division
Bureau of Criminal Identification and
Investigative Services (BCIIS), CURES**

AND

[Insert Name of Entity]



FOR OFFICIAL USE ONLY

September 2019

Version No.: 2.0

1. Background

The Controlled Substance Utilization Review and Evaluation System (CURES) is a database containing information about Schedule II, III, and IV controlled substance prescriptions dispensed to patients, as reported by the dispensing pharmacy, clinic, or other dispenser pursuant to Health and Safety Code section 11165(d). The CURES Program grants authorized health care practitioners and pharmacists access to query the CURES database to assist them in their efforts to ensure appropriate prescribing, ordering, administering, furnishing, and dispensing of controlled substances.

Assembly Bill 40 (Stats 2017, Ch 607, Santiago) requires the Department of Justice to establish a method of system integration whereby approved health care practitioners and pharmacists may use a qualified health information technology system to access information in the CURES database. As a prerequisite to system integration, each entity that operates a health information technology system must certify that it has entered into a memorandum of understanding with the California Department of Justice addressing the technical specifications of the system to ensure the security of CURES data in the CURES database and the secure transfer of CURES data from the CURES database.

2. Purpose

The California Department of Justice (DOJ), California Justice Information Services (CJIS) Division, Bureau of Criminal Identification and Investigative Services (BCIIS), CURES Program, referred to collectively herein as "STATE," and, the entity operating the health information technology system (including its officers, employees, and agents), referred to herein as "ENTITY," enter into this memorandum of understanding (MOU) in accordance with Assembly Bill 40. Chaptered on October 9, 2017, Assembly Bill 40 is codified in Health and Safety Code section 11165.1, and will be cited accordingly in this MOU. STATE and ENTITY may be collectively referred to herein as the "PARTIES," and individually referred to as "PARTY."

Pursuant to Health and Safety Code section 11165.1(a)(1)(E), an approved health care practitioner or pharmacist may submit queries to the CURES database through a health information technology (HIT) system if the entity that operates the HIT system can certify all of the following:

- (i) The entity will not use or disclose CURES data for any purpose other than delivering the CURES data to an approved health care practitioner or pharmacist or performing data processing activities that may be necessary to enable this delivery, unless authorized by, and pursuant to, state and federal privacy and security laws and regulations.
- (ii) The HIT system will authenticate the identity of an authorized health care practitioner or pharmacist initiating queries to the CURES database and, at the time of the query to the CURES database, the HIT system submits the following data regarding the query to CURES:
 - (I) The date of the query.
 - (II) The time of the query.
 - (III) The first and last name of the patient queried.
 - (IV) The date of birth of the patient queried.
 - (V) The identification of the CURES user for whom the system is making the query.
- (iii) The HIT system meets applicable patient privacy and information security requirements of state and federal law.

(iv) The entity has entered into an MOU with the department that solely addresses the technical specifications of the HIT system to ensure the security of the CURES data in the CURES database and the secure transfer of CURES data from the CURES database. The technical specifications shall be universal for all HIT systems that establish a method of system integration to retrieve CURES data from the CURES database. The MOU shall not govern, or in any way impact or restrict, the use of CURES data received from the CURES database or impose any additional burdens on covered entities in compliance with the regulations promulgated pursuant to the federal Health Insurance Portability and Accountability Act of 1996 found in Parts 160 and 164 of Title 45 of the Code of Federal Regulations.

Consistent with Health and Safety Code section 11165.1(a)(1)(E), the objective of this MOU is to address the technical specifications of the HIT system to ensure the security of the CURES data in the CURES database and the secure transfer of CURES data from the CURES database. As used herein, the term "MOU" shall be understood to include this document and all exhibits identified in Paragraph 8.

STATE's method of system integration developed to meet the requirements of Assembly Bill 40 shall be referred to in this MOU as the "CURES Information Exchange Web Service."

"CURES data," as such term is used in this MOU, shall include: (1) Information reported to STATE by dispensing pharmacies, clinics, or other dispensers, pursuant to Health and Safety Code section 11165(d), or by prescribers, pursuant to Health and Safety Code section 11190(c); and, (2) All information obtained by ENTITY, or the HIT system(s) it operates, from the STATE through the CURES Information Exchange Web Service. Patient data or patient information created by ENTITY, or obtained by ENTITY from a source other than the CURES Information Exchange Web Service, is not included within the meaning of "CURES data" for purposes of this MOU. If such data is reported to CURES, only that data retrieved by ENTITY through the CURES Information Exchange Web Service, and not the originating source data, shall constitute "CURES data" under this MOU. All access to CURES and use of data stored therein, including all access and use governed by this MOU, shall be subject in all respects to any regulations governing CURES.

3. Services and Responsibilities

- A. ENTITY will be responsible for complying with all requirements described in this Paragraph 3.A. By signing the MOU, ENTITY certifies, warrants, and represents its compliance with these requirements. ENTITY shall immediately notify STATE if, at any point during the Term, ENTITY fails to comply or is unable to maintain compliance with any requirement described in this Paragraph 3.A.
 - i. Certifying compliance, and maintaining compliance throughout the duration of this MOU, with Health and Safety Code section 11165(a)(1)(E)(i), which prohibits ENTITY from using or disclosing CURES data received from the CURES database except for either of the following purposes, unless authorized by, or pursuant to, state and federal privacy and security laws and regulations:
 - a. Delivering the CURES data to the approved health care practitioner or pharmacist identified in Paragraph 3.A.ii.b, who made the request, or on

- whose behalf the HIT system made the request, to the CURES Information Exchange Web Service.
- b. Performing data processing activities that may be necessary to enable the delivery of CURES data to the approved health care practitioner or pharmacist identified in Paragraph 3.A.ii.b, who made the request, or on whose behalf the HIT system made the request, to the CURES Information Exchange Web Service.
- ii. Certifying compliance, and maintaining compliance throughout the duration of this MOU, with Health and Safety Code section 11165(a)(1)(E)(ii), which contains two distinct requirements.
 - a. The HIT system is required to authenticate the identity of an authorized health care practitioner or pharmacist making a query to the CURES database, or on whose behalf the HIT system is making the query. This is a requirement that the HIT system operated by ENTITY verify the identification of the health care practitioner or pharmacist making the query, or on whose behalf the HIT system is making the query. The health care practitioner or pharmacist making the query, or on whose behalf the HIT system is making the query, must be the intended recipient of that data. For purposes of complying with this requirement, there can only be one health care practitioner or pharmacist identified with each query.
 - b. The HIT system is required to submit all of the following data regarding the query to the CURES Information Exchange Web Service at the time of the query:
 - 1. The date of the query.
 - 2. The time of the query.
 - 3. The first and last name of the patient queried.
 - 4. The date of birth of the patient queried.
 - 5. The identification of the authorized health care practitioner or pharmacist making the query, or on whose behalf the HIT system is making the query. The health care practitioner or pharmacist making the query, or on whose behalf the HIT system is making the query, must be the intended recipient of that data. For purposes of complying with this requirement, there can only be one health care practitioner or pharmacist identified with each query.
 - iii. Submitting a view notification, in accordance with the requirements of this paragraph, to the CURES Information Exchange Web Service.
 - a. "View notification," when used in this paragraph, means a confirmation from the HIT system that the authorized health care practitioner or pharmacist identified in Paragraph 3.A.ii.b, who initiated the query, or on whose behalf the HIT system initiated the query, viewed the responsive data, if any, transmitted through the CURES Information Exchange Web Service.

- b. The authorized health care practitioner or pharmacist identified in the view notification required by this paragraph must match the health care practitioner or pharmacist identified in Paragraph 3.A.ii.b, who initiated the query, or on whose behalf the HIT system initiated the query.
 - c. A HIT system must submit a view notification to the CURES Information Exchange Web Service within twenty-four (24) hours of the time the authorized health care practitioner or pharmacist identified in Paragraph 3.A.ii.b, who initiated the query, or on whose behalf the HIT system initiated the query, viewed the responsive data, if any, transmitted through the CURES Information Exchange Web Service. A HIT system that fails to meet this deadline for a view notification must still submit that view notification to the CURES Information Exchange Web Service, except as provided in Paragraph 3.A.iii.f.
 - d. No more than one view notification may be submitted to the CURES Information Exchange Web Service for each query.
 - e. No more than one authorized health care practitioner or pharmacist may be identified with each view notification under this paragraph.
 - f. If the authorized health care practitioner or pharmacist identified in Paragraph 3.A.ii.b., who initiated the query, or on whose behalf the HIT system initiated the query, does not view the data from CURES, as described in Paragraph 3.A.iii.a, the HIT System must not return a view notification in connection with that query.
- iv. Ensuring compliance of its HIT system with the format standards specified in the most current CURES Information Exchange Web Service Implementation Guide, which may be periodically updated by STATE, located on the CURES web page at www.oag.ca.gov/cures/iews.
- v. Certifying that ENTITY is either a “covered entity” or “business associate,” as such terms are defined in the federal Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 17931 et seq., and its implementing regulations found in Parts 160 and 164 of Title 45 of the Code of Federal Regulations, with respect to any CURES data its HIT system receives from STATE through the CURES Information Exchange Web Service.
- vi. Certifying compliance, and maintaining compliance throughout the duration of this MOU, with Health and Safety Code section 11165(a)(1)(E)(iii), which requires the HIT system to meet applicable patient privacy and information security requirements of state and federal law, including, but not limited to, the regulations promulgated pursuant to the federal Health Insurance Portability and Accountability Act of 1996 found in Parts 160 and 164 of Title 45 of the Code of Federal Regulations.
- vii. Certifying compliance, and maintaining compliance throughout the duration of this MOU, with Health and Safety Code section 11165(a)(1)(E)(iv), which, as a condition precedent to system integration, requires ENTITY to enter into and maintain an active

MOU with STATE that addresses the technical specifications of the HIT system to ensure the security of the CURES data in the CURES database and the secure transfer of CURES data from the CURES database.

- viii. Timely payment of fees, as provided in EXHIBIT D, associated with establishing and maintaining integration with the CURES database pursuant to Health and Safety Code section 11165(a)(1)(H).
- ix. Compliance with all terms, provisions, and exhibits of this MOU.

B. STATE will be responsible for complying with all requirements described in this Paragraph 3.B.

- i. Verifying that health care practitioners and pharmacists who submit queries to the CURES database through a HIT system, or on whose behalf a HIT system submits queries, are authorized or approved CURES users. As used herein, the terms “authorized” or “approved,” when used to describe health care practitioners, pharmacists, or subscribers, shall mean those health care practitioners or pharmacists who have submitted an application to and been approved by the Department of Justice for access to CURES data pursuant to Health and Safety Code section 11165.1(a)(1)(A).
- ii. Prohibiting, suspending, or terminating integration with an ENTITY and its respective HIT system(s) if at any time during this MOU such ENTITY (including any officer, employee or agent of ENTITY) fails to meet the requirements of Paragraph 3.A of this MOU.
- iii. Transmitting CURES data to ENTITY in a manner consistent with EXHIBIT C.

4. Responsible Parties

For STATE:

Name, Title, Agency	Role
Joe Dominic, Chief, California Justice Information Services Division, Department of Justice	Division Chief/Executive Officer
Jenny Reich, Bureau Director, Bureau of Criminal Identification and Investigative Services, Department of Justice	Executive Sponsor
Audra Opdyke, Assistant Bureau Director, Department of Justice	Business Sponsor/BCIIS
Tina Farales, Staff Services Manager II, Department of Justice	Business Manager/CURES Program

Rodney Smith, Bureau Director, Application Development Bureau	Bureau IT Project Sponsor
Sonny Mangat, Information Technology Manager II	Bureau IT Project Sponsor
Bhaskar Rudrakshala, Information Technology Manager I	CURES IT Manager

For ENTITY:

Name, Title, Agency	Role	Business Address	Phone/Email

5. Term of Agreement

This MOU will commence on the date it is fully executed by all PARTIES, as established by the latest signature date, and expire on June 30, 2022, which shall constitute the "Term." This MOU will be reviewed 90 days prior to the end of the Term to renew and/or evaluate changes. If renewing, a new MOU with updated signatures and current dates will be required. During the Term, STATE may amend this MOU pursuant to Paragraph 7, and the PARTIES may terminate this MOU pursuant to EXHIBIT B.

6. Notices

All notices hereunder may be sent by U.S. certified or registered mail, postage prepaid, return receipt requested, or by Federal Express or other overnight courier which obtains a signature upon delivery for next business day delivery, or by hand delivery, or electronic mail provided that a copy is also sent on the same day by one of other the methods set forth above, with a copy to follow

addressed to such PARTY at the address of such PARTY set forth below or at such other address as such PARTY shall designate from time to time by notice:

If to STATE: CURES Program
P.O. Box 160447
Sacramento, CA 95816
Attention: CURES Manager
E-Mail: cures@doj.ca.gov

If to ENTITY: Name: _____
Address: _____
Attention: _____
E-Mail: _____

With a copy to: Name: _____
(which shall not Address: _____
constitute notice) Attention: _____
E-Mail: _____

Notices shall be deemed served if by electronic mail upon receipt of a transmittal confirmation (if received during normal business hours, otherwise on the next business day) and provided that a copy is sent by U.S. mail, and in the case of overnight courier or hand delivery, on the date actually delivered to or rejected by the intended recipient, except for notice(s) which advise the other PARTY of a change of address of the PARTY sending such notice, which notices shall not be deemed served until actually received by the PARTY to whom such notice(s) are addressed or delivery is refused by such PARTY. Notwithstanding the foregoing provisions of this paragraph, notices served by hand delivery shall be deemed served on the date of delivery if delivered at or prior to 5:00 P.M. on a business day and on the next business day if delivered after 5:00 P.M. on a business day or at any time on a non-business day.

7. Amendments

Subject only to the notice requirements of this paragraph and Paragraph 6, STATE shall have the express right to revise or amend this MOU to change or add any provisions, terms, or conditions pursuant to Health and Safety Code section 11165(a)(1)(E). The types of changes may include, but shall not be limited to, updated security requirements or formats and/or versions of technical data/processes associated with HIT system integration.

STATE shall provide to ENTITY advance written notice prior to amendments made to the MOU. For non-technical changes, STATE shall provide no less than thirty (30) days advance written notice. For technical changes, STATE shall provide no less than ninety (90) days advance written notice. Notice shall be provided to ENTITY in the manner prescribed by Paragraph 6. ENTITY shall execute and return to STATE any revised MOU or amendment to the MOU issued by STATE within

thirty 30) calendar days from receipt thereof (as determined by the notice provisions of Paragraph 6 of the MOU). Failure of ENTITY to timely execute and return to STATE any revised MOU or amendment to the MOU issued by STATE shall constitute a violation of Paragraph 3.A., and STATE may, as a result, terminate the ability of ENTITY and its HIT system to retrieve data from the CURES Information Exchange Web Service. ENTITY may request an extension or delay to STATE's implementation of a technical change caused by a change to the MOU, or to the time allotted for executing and returning a revised MOU or amendment to the MOU, which STATE may approve or deny in its sole discretion.

No amendment or change of the terms of this MOU shall be valid unless made in writing and pursuant to this paragraph. No oral understanding or agreement not incorporated in the MOU is binding on any of the PARTIES.

8. Exhibits

All exhibits listed below are incorporated by reference in this MOU as though fully set forth herein. ENTITY agrees to accept and abide by the requirements outlined in each exhibit.

List of Exhibits

EXHIBIT A. Special Terms and Conditions

EXHIBIT B. Miscellaneous Provisions

EXHIBIT C. CURES Information Exchange Web Service Implementation Overview

EXHIBIT D. Fees and Payment

EXHIBIT E. Confidentiality and Information Security Requirements

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

STATE and ENTITY warrant that each has full power and authority to enter into and perform this MOU, and that the person signing this MOU for each PARTY has been properly authorized and empowered to enter into this MOU on behalf of such PARTY.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day and year as indicated:

Joe Dominic, Chief,
Department of Justice,
California Justice Information Services Division

Date

Jenny Reich, Bureau Director
Department of Justice
California Justice Information Services Division
Bureau of Criminal Identification and Investigative Services

Date

Rodney Smith, Bureau Director,
Department of Justice,
California Justice Information Services Division Application
Development Bureau

Date

Sonny Mangat, Information Technology Manager II,
Department of Justice,
California Justice Information Services Division

Date

Date

Date

EXHIBIT A SPECIAL TERMS AND CONDITIONS

1. Employee Access to Information

ENTITY will not use or disclose CURES data for any purpose other than delivering the CURES data to an approved health care practitioner or pharmacist or performing data processing activities that may be necessary to enable the delivery unless authorized by, and pursuant to, state and federal privacy and security laws and regulations.

2. Data Verification

STATE does not independently verify the accuracy of the CURES data in the CURES database. The CURES database contains Schedule II, Schedule III, and Schedule IV prescription information reported by California licensed pharmacies and direct dispensers, and is therefore only as accurate as the information provided by these entities.

3. Safeguard Review

During the term of this MOU, STATE may require ENTITY to verify and/or represent to STATE that ENTITY's use of CURES data complies with the Health Insurance Portability and Accountability Act of 1996.

4. Maintenance of an Active CURES User Account

It shall be the responsibility of healthcare practitioners and pharmacists to verify through the CURES portal that their CURES account profiles are current, which shall include, at a minimum, completion of the annual update, and that they possess active CURES accounts. The failure of healthcare practitioners and pharmacists to complete the annual update or maintain an active CURES account status will result in rejection of their queries.

EXHIBIT B MISCELLANEOUS PROVISIONS

1. Applicable Law

This MOU shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this MOU shall be in Sacramento County, California.

2. Termination

- A. Right to Terminate.
 - i. For convenience. ENTITY shall have the right to terminate this MOU if it determines that termination is in its interest.
 - ii. For cause. Either PARTY may terminate this MOU if the PARTY determines the other PARTY is not in compliance with Paragraph 3 of the MOU.
- B. Notice of Termination. A PARTY shall terminate this MOU by delivering to the other PARTY a Notice of Termination specifying the termination and the effective date thereof. If the termination is "for cause," the Notice of Termination shall include a statement of that cause.
- C. Responsibilities of the PARTIES on the effective date of termination.
 - i. STATE shall terminate the ability of ENTITY and its HIT system to retrieve CURES data from the CURES database.
 - ii. ENTITY shall be responsible for all fees accrued on or before the effective date of the termination, pursuant to EXHIBIT D.
 - iii. ENTITY shall maintain continuing obligations under the terms of this MOU, notwithstanding the termination or expiration thereof, with respect to any CURES data retained by ENTITY or its HIT system.

3. Confidentiality of Data

CURES data shall be protected by ENTITY from unauthorized use and disclosure through the observance of the provisions of this MOU and applicable state and federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996.

4. News Releases

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this MOU shall not be made without prior written approval of STATE.

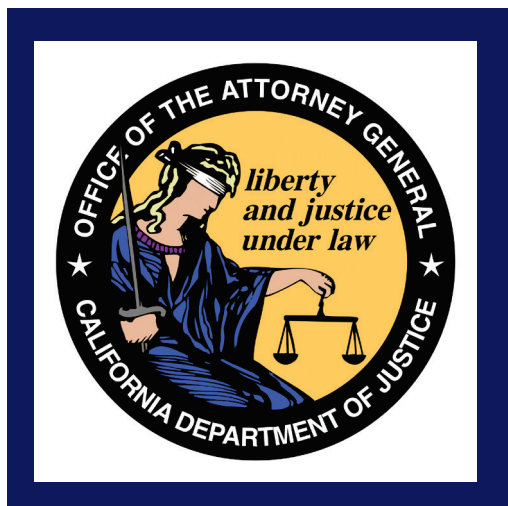
5. Change Management Process

ENTITY agrees to notify STATE in advance of any changes associated with this MOU or access to the CURES data that will materially affect or impact the technical environment of the HIT system, including, but not limited to, technical or system changes involving major modifications to infrastructure or disconnection from the CURES database by ENTITY, and

modifications to agreed upon configurations or outages. Contacts for such notification are listed in Paragraph 6 (Notices) of the MOU.

6. Issue Resolution Procedures

If ENTITY or STATE has a concern regarding the services, deliverables, invoicing, or MOU terms and conditions that cannot be informally resolved, ENTITY or STATE will document its concern and advise the responsible parties. Once an issue has been identified, a meeting will take place within thirty (30) calendar days, between ENTITY and STATE to discuss and resolve the issue. If the dispute persists, ENTITY shall submit to STATE Division Chief or designee a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to or involving this MOU. ENTITY's written demand shall be fully supported by factual information. STATE Division Chief or designee shall have 30 days after receipt of ENTITY's written demand invoking this Paragraph (Disputes) to render a written decision. Contacts for such notification are listed in Paragraph 6 (Notices) of the MOU. In the event of an unresolved issue, ENTITY and STATE agree that they will continue to carry out all their MOU responsibilities that are not affected by the issue.



**California Department of Justice
CURES Information Exchange Web Service
Overview**

September 2019



The purpose of this document is to provide an overview of the CURES Information Exchange Web Service. Outlined below is a brief explanation of the technology, as well as the use cases, associated with this web service.

The CURES Program will provide systems integration with the Health Information Technology (HIT) community through RESTful web services. For the initial phase, the following web services will be available to serve the following functions:

- Searches for a patient for a given timeframe
- Retrieves a patient controlled substance history
- CURES and a HIT system's user account status
- View notification, confirming the health care practitioner or pharmacist who initiated the query, or on whose behalf the HIT system initiated the query, viewed the responsive data, if any.

Information will be exchanged using NCPDP SCRIPT XML REST-based format. Searches can be executed for a period using partial or exact match modes.

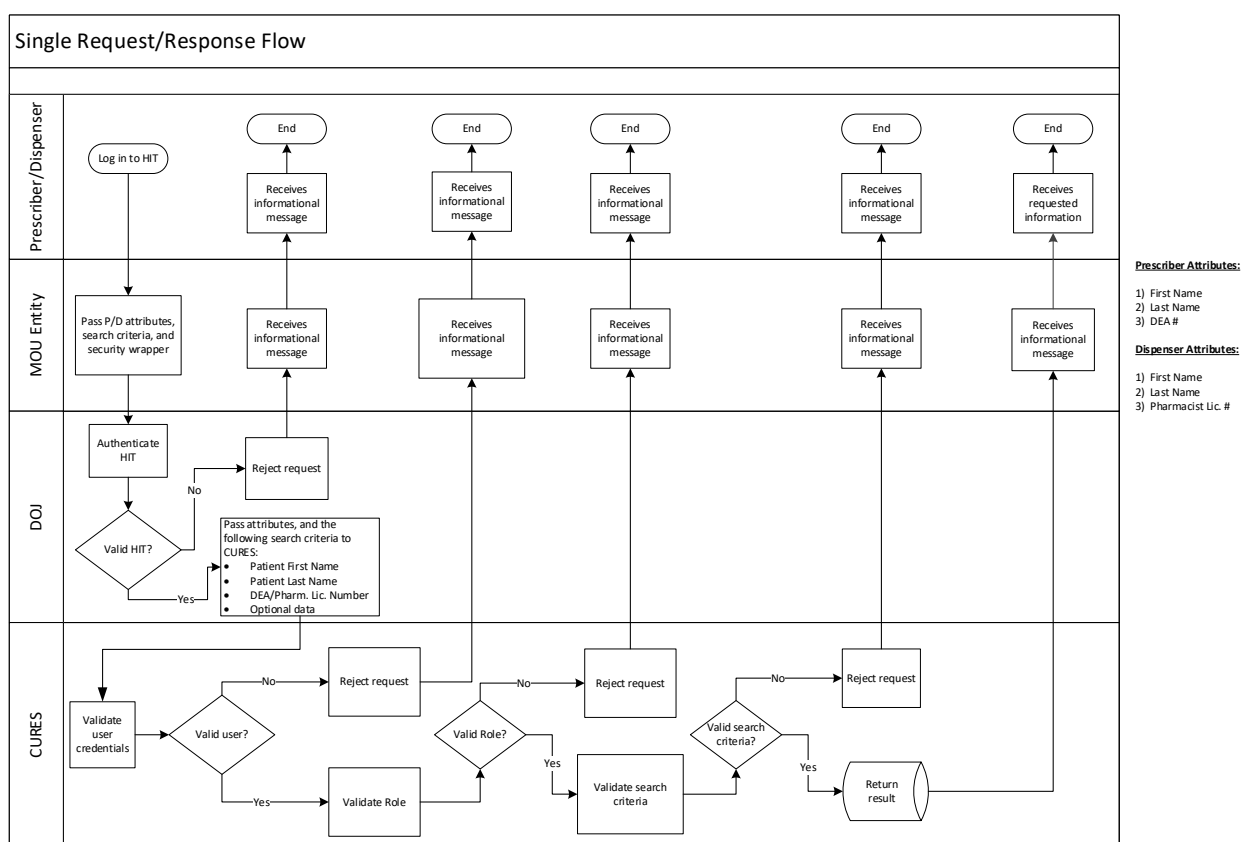


Search Patient and Generate Report

The CURES web service will support two patient search use cases:

- Query Use Case 1 – Single Request/Response
 - Use Case 1 follows the NCPDP standard where every search patient request returns either no match or a single match. The result will be either an error message stating there is no match, or will return all of the prescription history associated to the matched entity.

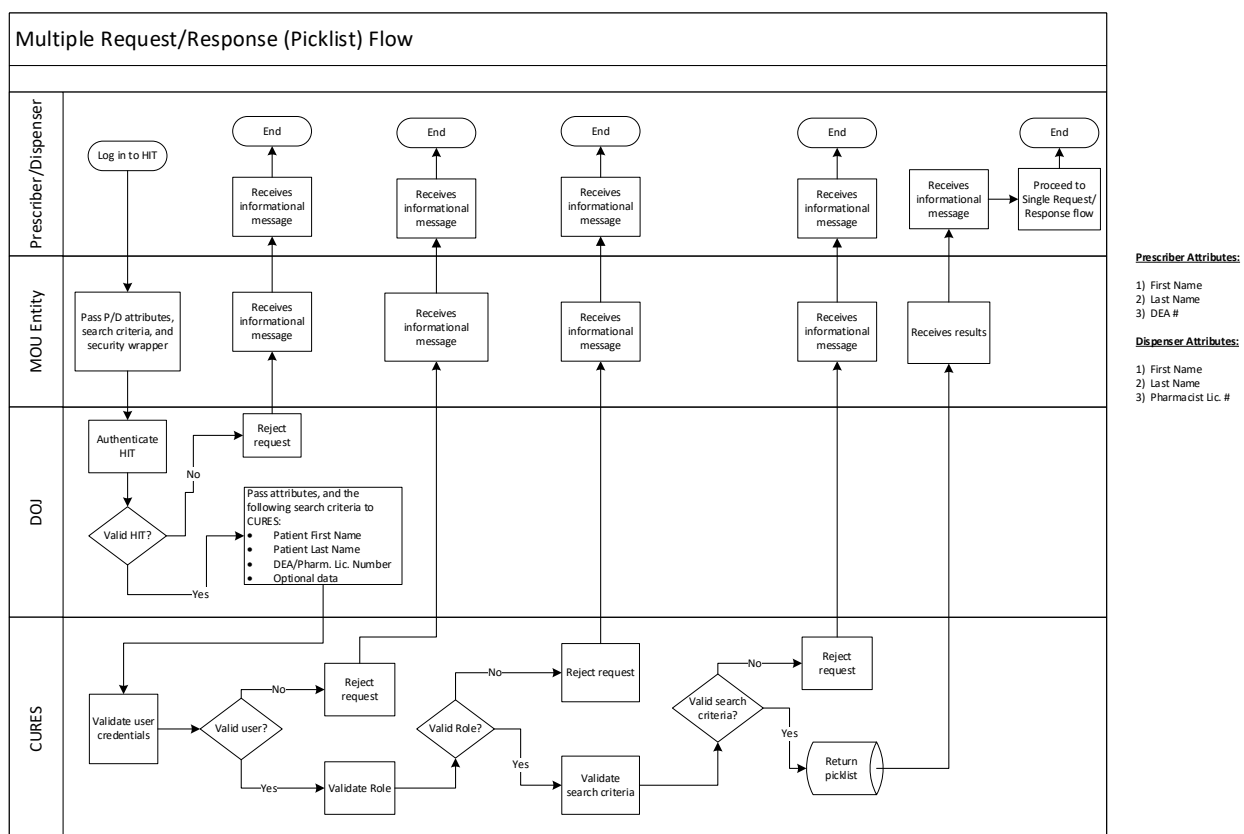
Figure 1 – Single Request/Response





- Query Use Case 2 – Multiple Matches (Picklist)
 - Use Case 2 supports multiple matches, via a picklist. In this use case, a patient search returns multiple entities using a NCPDP-like message structure. The requesting entity would then send one or multiple single requests to retrieve the prescription history associated to the matched entity.
 - For those HIT systems that cannot support this functionality, a response message redirecting the health care practitioner/pharmacist to the CURES web application is returned.

Figure 2 – Multiple Request/Response





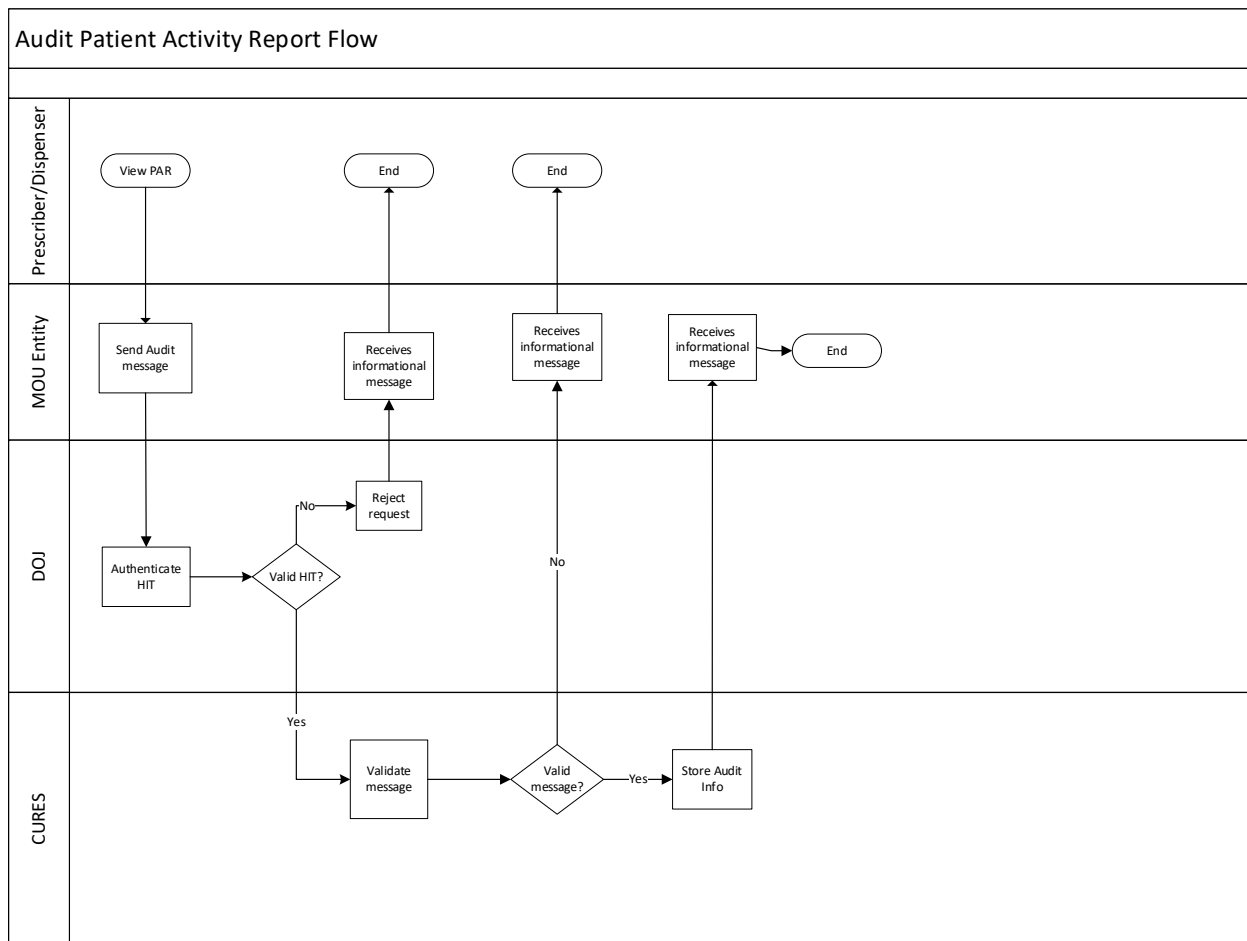
Account Status Check

In addition to the query use cases, the CURES web services will provide web services to query for account status. The first allows the HIT systems to query for the CURES user account status. The second allows the HIT systems to query for their own account status. These services allow the HIT systems to troubleshoot and alter process flows based on account status.

Audit Patient Activity Report

HIT systems are required to submit a view notification, in accordance with the requirements of the MOU executed and in effect between the entity operating the HIT system and the California Department of Justice, confirming that the authorized health care practitioner or pharmacist who initiated the query, or on whose behalf the HIT system initiated the query, viewed the responsive data, if any, transmitted through the CURES Information Exchange Web Service.

Figure 3 – Audit Patient Activity Report

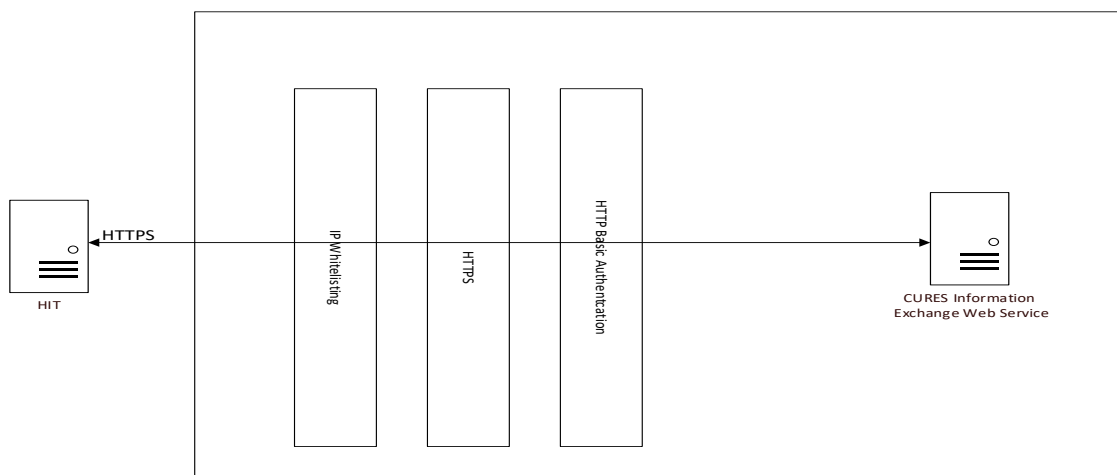




Security

The CURES web service has three layers of security. Each layer is built on top of the previous to ensure the secure exchange of information. Each REST endpoint is stateless, resulting in every request going through all three layers.

Figure 4 – Security Layers



Network Security

IP whitelisting will ensure only enrolled HIT systems can communicate with the CURES web service.

Communication Security

Communication between the CURES web service and the HIT systems will be over the Internet. As a result, Transport Layer Security (TLS) is required to ensure secure communication between CURES web services and HIT.

Access Security

After entering into an MOU with the Department of Justice, HIT systems will be provisioned with a CURES web service account. Every RESTful web services request should be accompanied with the credentials and will be validated to ensure the account is valid and in good standing.

EXHIBIT D FEES AND PAYMENT

Pursuant to Health and Safety Code section 11165.1(a)(1)(H), an entity that operates a HIT system “that is requesting to establish integration with the CURES database shall pay a reasonable fee to cover the cost of establishing and maintaining integration with the CURES database.”

1. Fee to Establish Integration (Connectivity Fee)

The Connectivity Fee is a mandatory, one-time, on-boarding fee to cover the cost of connecting ENTITY’s HIT system to the CURES Information Exchange Web Service, and is a condition to such integration. The Connectivity Fee amount is fifteen hundred dollars (\$1,500). The Connectivity Fee is due with ENTITY’s signed memorandum of understanding (MOU). If STATE does not approve ENTITY’s MOU, the Connectivity Fee shall be returned to ENTITY. The Connectivity Fee must be paid by check, made payable to the California Department of Justice.

2. Fee to Maintain Integration (Maintenance Fee)

The Maintenance Fee is a mandatory annual fee to cover the cost of maintaining ENTITY’s HIT system integration with the CURES Information Exchange Web Service. The Maintenance Fee shall be the established rate multiplied by the number of healthcare practitioners and pharmacists who utilize the CURES Information Exchange Web Service through ENTITY’s HIT system. The rate shall be established on an annual basis by STATE. STATE projects the rate to be between five dollars (\$5) and twenty dollars (\$20) per healthcare practitioner or pharmacist, but this merely reflects an approximation and represents neither a ceiling nor a floor. A healthcare practitioner or pharmacist shall be deemed to have used the CURES Information Exchange Web Service if he or she submits one or more queries through the HIT system during the applicable period.

The Maintenance Fee shall represent a prepayment by ENTITY for its use of the CURES Information Exchange Web Service in the applicable fiscal year. STATE shall invoice ENTITY for the Maintenance Fee. Such invoice shall be sent to ENTITY in a manner consistent with the notice provisions of Paragraph 6 of the MOU. ENTITY shall pay to STATE the invoiced Maintenance Fee within forty-five (45) days receipt thereof. The Maintenance Fee must be paid by check, made payable to the California Department of Justice. Timely payment of the Maintenance Fee is a condition of integration or continued integration.

A. Maintenance Fee for Fiscal Year One

Upon full execution of the MOU, STATE shall invoice ENTITY for the fiscal year one Maintenance Fee. The Maintenance Fee for an ENTITY commencing integration shall be pro-rated based upon the date that the MOU document is fully executed (using the date of the last signature). The proration shall be in quarterly brackets, aligned with the fiscal year (which reflects STATE’s billing cycle), as depicted in the below table.

Quarter	Date Range	Proration
1	July 1 – Sept. 30	fee × 1.0
2	Oct. 1 – Dec. 31	fee × 0.75
3	Jan. 1 – Mar. 31	fee × 0.50
4	Apr. 1 – June 30	fee × 0.25

STATE shall calculate the fiscal year one Maintenance Fee based on the ENTITY's estimated number of healthcare practitioners and pharmacists that will utilize the CURES Information Exchange Web Service in the initial fiscal year multiplied by the established Maintenance Fee rate. A "true-up" process, described in Paragraph 2.C, will reconcile any difference between the estimated number of fiscal year one users and the actual number of users during the applicable fiscal year. There is no proration after fiscal year one.

Example

Fiscal Year	Date MOU Signed/Submitted	Fiscal Quarter	Sample Maintenance Fee Rate	Estimated Users from Onboarding Questionnaire	Calculation	Proration	Due
1	Nov. 15, 2020	Q2	\$15	100	$\$15 \times 100 = \$1,500$	$\$1,500 \times 0.5$	\$750

(Note: For all ENTITIES that establish connection prior to June 30, 2020, the Maintenance Fee will be waived for the period up to June 30, 2020.)

B. Maintenance Fee After Fiscal Year One

STATE shall calculate the Maintenance Fee for all subsequent fiscal years, excluding the above-specified fiscal years for which STATE is waiving the Maintenance Fee, based on ENTITY's actual number of healthcare practitioners and pharmacists that utilized the CURES Information Exchange Web Service in the prior applicable fiscal year multiplied by the established Maintenance Fee rate. A "true-up" process, described in Paragraph 2.C, will reconcile any difference between the number of users in the prior fiscal year and the actual number of users in the applicable fiscal year.

After the first fiscal year, the Maintenance Fee shall be invoiced by STATE after the close of the fiscal year (i.e., July 1).

C. Maintenance Fee True-Up Process

Maintenance Fees are calculated using the actual number of users in the preceding fiscal year (except for fiscal year one, where ENTITY estimates the number of users for that year). The "true-up" is a process whereby STATE reconciles any discrepancies between the projected number of users and actual number of users for each fiscal year. The true-up occurs after the close of each applicable fiscal year, such that STATE can ascertain the actual number of users during that fiscal year.

If an ENTITY's actual number of users at the close of a fiscal year is fewer than the preceding fiscal year, which was used by STATE to calculate the Maintenance Fee, STATE shall deduct from the subsequent Maintenance Fee an amount equivalent to the difference in the number of actual users multiplied by the established Maintenance Fee rate.

Conversely, if an ENTITY's actual number of users at the close of a fiscal year is greater than the preceding fiscal year, which was used by STATE to calculate the Maintenance Fee, STATE shall add to the subsequent Maintenance Fee an amount equivalent to the difference in the number of actual users multiplied by the established Maintenance Fee rate.

EXHIBIT E BREACH NOTIFICATION

This exhibit sets forth the breach notification requirements the ENTITY is obligated to follow with respect to CURES data pursuant to the MOU.

1. Confidentiality of Information.

- A. Definitions. The following definitions apply to this exhibit and relate to STATE Confidential, Sensitive, and/or Personal Information.
- i. "Breach" is
 1. the unauthorized acquisition, access, use, or disclosure of CURES data in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in 45 CFR 164.402.
 - ii. "Information Security Incident" is
 1. an attempted breach;
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CURES data, in violation of any state or federal law or in a manner not permitted under the MOU including this exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, ENTITY's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CURES data.
- B. ENTITY is notified that an unauthorized disclosure of CURES data may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
- California Welfare and Institutions Code section 10850
 - Information Practices Act 1977 - California Civil Code section 1798 et seq.
 - California Penal Code Section 502
 - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50

2. Subpoena.

ENTITY shall not access or request CURES data from the Information Exchange Web Service for the purpose of complying with a subpoena or other administrative or judicial notice requesting the production/disclosure of CURES data. If ENTITY receives a subpoena or other validly issued administrative or judicial notice requesting that ENTITY to access CURES, or request data from CURES, for the purpose of producing/disclosing CURES data, ENTITY shall immediately notify STATE, including the STATE Information Security and Privacy Officer. In no event should notification to STATE occur more than three (3) business days after receipt by ENTITY's unit responsible for handling subpoenas and court orders.

3. Information Security Incidents and/or Breaches.

If an ENTITY knows of an activity or practice of ENTITY that constitutes a material breach or violation of ENTITY's obligation, ENTITY must take reasonable steps to cure the breach or end the violation.

- A. **Information Security Incidents and/or Breaches Response Responsibility.** ENTITY shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in 45 CFR 164.308
- B. **Discovery and Notification of Information Security Incidents and/or Breaches.** ENTITY shall notify the STATE Program Contract Manager and the STATE Information Security Officer immediately by telephone call and email upon the discovery of the Information Security Incident and/or Breach affecting the security of CURES data if the CURES data was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, actual loss, or unauthorized use or disclosure of the CURES data is in violation of this MOU, this provision, or applicable state or federal law. ENTITY shall take:
 - i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- C. **Investigation of Information Security Incidents and/or Breaches.** ENTITY shall promptly investigate such Information Security Incidents and/or Breaches.
- D. **Updates on Investigation.** ENTITY shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation to the STATE Program Contract Manager and the STATE Information Security Officer until they are no longer needed, as mutually agreed upon between the ENTITY and the STATE Information Security and Privacy Officer.
- E. **Written Report.** ENTITY shall provide a written report of the investigation to the STATE Program Contract Manager and the STATE Information Security Officer within 5 business days of the discovery of the Information Security Incident and/or Breach. To the extent ENTITY has such information, the report shall include but not be limited to the following:
 - i. ENTITY point of contact information;
 - ii. Description of what happened, including the date of the Information Security Incident and/or Breach and the date of the discovery of the Information Security Incident and/or Breach, if known;
 - iii. Description of the types of CURES data that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
 - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CURES data;
 - v. A description of where the CURES data is believed to have been improperly transmitted, sent, or utilized;

- vi. A description of the probable causes of the improper use or disclosure;
- vii. Whether Civil Code sections 1798.82, 45 CFR Part 160 and 164 or any other federal or state laws requiring individual notifications of breaches are triggered; and
- viii. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.

4. Contact Information.

To direct communications to the above referenced STATE staff, the ENTITY shall initiate contact as indicated herein. STATE reserves the right to make changes to the contact information below by giving written notice to the ENTITY. Said changes shall not require an amendment to this exhibit or the MOU

DOJ Program Manager	DOJ Information Security Officer
California Department of Justice CURES Program 4949 Broadway Sacramento, CA 95820 Email: CURES@doj.ca.gov Telephone: (916) 210-3187	California Department of Justice Information Security Officer 4949 Broadway Sacramento, CA 95820 Email: dojiso@doj.ca.gov Telephone: (916) 210-5045

DOJ Confidentiality and Security Compliance Statement**CALIFORNIA DEPARTMENT OF JUSTICE
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT**

Information maintained by the California Department of Justice (DOJ) and provided to your entity may be confidential, sensitive, and/or personal. CURES data is not available to the public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

ENTITY agrees to comply with the laws applicable to the DOJ CURES data received.

Project Representative

Name (Printed): _____
Title: _____
Organization: _____
Email Address: _____
Phone: _____
Signature: _____
Date Signed: _____

Information Security Officer or designee

Name (Printed): _____
Title: _____
Organization: _____
Email Address: _____
Phone: _____
Signature: _____
Date Signed: _____